

SUMMIT EDUCATIONAL SERVICE CENTER

420 WASHINGTON AVENUE

CUYAHOGA FALLS, OHIO 44221

330-945-5600

AGREEMENT BETWEEN SUMMIT EDUCATIONAL SERVICE CENTER

AND

STOW-MUNROE FALLS CITY SCHOOL DISTRICT

This agreement is entered into the 17 day of March 20225 by and between Stow-Munroe Falls City School District (hereinafter "SMFCSD"), 4350 Allen Road, Stow, Ohio 44224, and the Summit Educational Service Center (hereinafter "Summit ESC"), 420 Washington Avenue, Cuyahoga Falls, Ohio 44221.

WITNESSETH, THAT:

WHEREAS, Summit ESC has been awarded grant funds by the County of Summit to expand behavioral health and wellness services in four Summit County schools: Mogadore Local Schools, Manchester Local Schools, Springfield Local Schools, and Stow-Munroe Falls City Schools, through the end of the 2025-2026 school year; and

WHEREAS, the grant proposal and budget included funding not to exceed \$23,475 to support SMFCSD's purchase of Satchel Pulse, a social-emotional screening survey.

NOW THEREFORE, SMFCSD and Summit ESC, in consideration of the mutual agreements, covenants and promises herein contained, do hereby mutually agree as follows:

- (1) SMFCSD will make available to Summit ESC de-identified data obtained through use of Satchel Pulse relevant to the grant reporting requirements.
- (2) SMFCSD will make Satchel Pulse data available to the Behavioral Health and Wellness Coordinator funded by the grant to assist in implementation of the Student Assistance Program and to assist in identifying students who may be at-risk.
- (3) The relationship created herein shall be one of an independent contractor and not employer-employee, and it is agreed that SMFCSD shall perform work in the manner

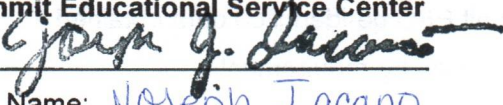
and form determined by the individual staff, except for the scheduling and reporting requirements, and that for the purposes intended herein, SMFCSD shall not be an employee of Summit ESC.

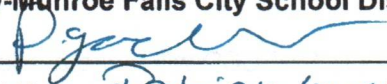
- (4) This agreement will remain in place until June 30, 2026 or until terminated in writing by either party. Summit ESC and/or SMFCSD must submit a written notice 30 days in advance in order to discontinue services.

SMFCSD will invoice Summit ESC for reimbursement of expenses; invoices must contain proof of expenses, proof of work completed, time and effort logs, and data reports related to student outcomes.

- (5) **Entire Agreement; Modification.** This Agreement sets forth the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the services referred to herein. This Agreement may be modified only by a written instrument duly executed by each party hereto.
- (6) **Governing Law.** This Agreement has been executed and delivered in the State of Ohio, and its interpretation, validity, and performance shall be construed and enforced in accordance with the substantive law of the State of Ohio and not the law of conflicts of the State of Ohio. The parties further agree that any and all other disputes shall be resolved in Summit County, Ohio.
- (7) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be signed and delivered digitally or by facsimile transmission, and such documents shall be deemed originals and binding upon the signatories.

If the foregoing terms are agreeable, please sign and return this letter, whereupon this Agreement shall become binding and effective.

Summit Educational Service Center
By: 
Printed Name: Joseph Iacano
Title: Superintendent
Date: 4/15/2025

Stow-Munroe Falls City School District
By: 
Printed Name: Patrick Brackene
Title: Treasurer/CFO
Date: 3/17/2024